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10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN FRANCISCO DIVISION

13 NEXTDOOR.COM, INC., a Delaware
14 corporation,

15 Plaintiff,

16 v.

17 RAJ ABHYANKER, an individual,

18 Defendant.

19 RAJ ABHYANKER, an individual,

20 Counterclaimant,

21 v.

22 NEXTDOOR.COM, INC., a Delaware
corporation; PRAKASH JANAKIRAMAN, an
23 individual; BENCHMARK CAPITAL
PARTNERS, L.P., a Delaware limited
24 partnership; BENCHMARK CAPITAL
MANAGEMENT CO. LLC, a Delaware limited
25 liability company; SANDEEP SOOD, an
individual; MONSOON ENTERPRISES, INC., a
26 California corporation, and DOES 1-50,
inclusive,

27 Counterdefendants.
28

Case No.: 3:12-cv-05667-EMC

**NEXTDOOR.COM, INC. AND
PRAKASH JANAKIRAMAN'S ANSWER
TO DEFENDANT RAJ ABHYANKER'S
SECOND AMENDED COUNTERCLAIM
FOR TRADE SECRET
MISAPPROPRIATION, TRADEMARK
INFRINGEMENT, INFRINGEMENT OF
UNREGISTERED TRADEMARK, AND
CALIFORNIA UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

Case Filed: November 5, 2012

Judge: Honorable Edward M. Chen

Counterdefendants Nextdoor.com, Inc. (“Nextdoor.com”) and Prakash Janakiraman (“Janakiraman”) (collectively “Counterdefendants”) hereby answer Counterclaimant Raj Abhyanker’s (“Abhyanker’s”) Second Amended Counterclaim (“SACC”) [Dkt. No. 132] and Supplemental Statement [Dkt. No. 141] as follows. To the extent that any responsive pleading is required to the headings in the SACC, Counterdefendants hereby deny them. Any allegations of the SACC not specifically admitted below are hereby denied. These answers are based on the knowledge and information currently available to Counterdefendants, and Counterdefendants reserve the right to amend these answers based on facts later discovered, pled, or offered.

PARTIES

86. Counterdefendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86, and on that basis, deny them.

87. Denied, except Counterdefendants admit that Nextdoor.com is a Delaware corporation.

88. Admitted.

89. Counterdefendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89, and on that basis, deny them.

90. Counterdefendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90, and on that basis, deny them.

91. Counterdefendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91, and on that basis, deny them.

92. Counterdefendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92, and on that basis, deny them.

JURISDICTION AND VENUE

93. Paragraph 93 contains legal conclusions to which no response is required. To the extent a response is required, Counterdefendants admit that this Court has subject matter jurisdiction over the SACC pursuant to 28 U.S.C. § 1367.

94. Paragraph 94 contains legal conclusions to which no response is required. To the extent a response is required, Counterdefendants admit that the Court has personal jurisdiction

1 over Counterdefendants.

2 95. Paragraph 95 contains legal conclusions to which no response is required. To the
3 extent a response is required, Counterdefendants admit that venue is proper.

4 **FACTS RELEVANT TO ALL COUNTERCLAIMS**

5 96. Denied.

6 97. Counterdefendants are without knowledge or information sufficient to form a
7 belief as to the truth of the allegations in Paragraph 97, and on that basis, deny them, except that
8 Counterdefendants affirmatively deny that “[a]t least three of the co-founders of the [sic]
9 Nextdoor.com were EIRs in formal and informal capacities at least since 2006 when the [sic]
10 Abhyanker pitched his ideas to Benchmark.”

11 98. Counterdefendants deny the allegations of Paragraph 98 except that they admit that
12 Nextdoor.com was founded in December 2007 as SPN, Inc., that SPN, Inc. changed its name to
13 Round Two, Inc. in January 2008, that it launched an online almanac of professional and college
14 athletes at www.fanbase.com, and that it subsequently changed its name to Fanbase, Inc.

15 99. Counterdefendants are without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in Paragraph 99, and on that basis, deny them.

17 100. Counterdefendants are without knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 100, and on that basis, deny them.

19 101. Counterdefendants are without knowledge or information sufficient to form a
20 belief as to the truth of the allegations in Paragraph 101, and on that basis, deny them.

21 102. Counterdefendants are without knowledge or information sufficient to form a
22 belief as to the truth of the allegations in Paragraph 102, and on that basis, deny them.

23 103. Counterdefendants are without knowledge or information sufficient to form a
24 belief as to the truth of the allegations in Paragraph 103, and on that basis, deny them.

25 104. Counterdefendants are without knowledge or information sufficient to form a
26 belief as to the truth of the allegations in Paragraph 104, and on that basis, deny them.

27 105. Counterdefendants are without knowledge or information sufficient to form a
28 belief as to the truth of the allegations in Paragraph 105, and on that basis, deny them.

1 106. Counterdefendants are without knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 106, and on that basis, deny them.

3 107. Counterdefendants are without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in Paragraph 107, and on that basis, deny them.

5 108. Counterdefendants are without knowledge or information sufficient to form a
6 belief as to the truth of the allegations in Paragraph 108, and on that basis, deny them.

7 109. Counterdefendants are without knowledge or information sufficient to form a
8 belief as to the truth of the allegations in Paragraph 109, and on that basis, deny them.

9 110. Counterdefendants are without knowledge or information sufficient to form a
10 belief as to the truth of the allegations in Paragraph 110, and on that basis, deny them.

11 111. Counterdefendants are without knowledge or information sufficient to form a
12 belief as to the truth of the allegations in Paragraph 111, and on that basis, deny them.

13 112. Counterdefendants deny that the use of the name “Nextdoor” is a trade secret,
14 particularly in light of the Court’s July 19, 2013 order granting in part Counterdefendants’ Motion
15 to Dismiss. Counterdefendants are without knowledge or information sufficient to form a belief
16 as to the truth of the remaining allegations in Paragraph 112, and on that basis, deny them.

17 113. Counterdefendants are without knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 113, and on that basis, deny them.

19 114. Counterdefendants are without knowledge or information sufficient to form a
20 belief as to the truth of the allegations in Paragraph 114, and on that basis, deny them.

21 115. Counterdefendants are without knowledge or information sufficient to form a
22 belief as to the truth of the allegations in Paragraph 115, and on that basis, deny them.

23 116. Counterdefendants are without knowledge or information sufficient to form a
24 belief as to the truth of the allegations in Paragraph 116, and on that basis, deny them.

25 117. Counterdefendants are without knowledge or information sufficient to form a
26 belief as to the truth of the allegations in Paragraph 117, and on that basis, deny them.

27 118. Counterdefendants are without knowledge or information sufficient to form a
28 belief as to the truth of the allegations in Paragraph 118, and on that basis, deny them.

1 119. Counterdefendants are without knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 119, and on that basis, deny them.

3 120. Counterdefendants are without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in Paragraph 120, and on that basis, deny them.

5 121. Counterdefendants are without knowledge or information sufficient to form a
6 belief as to the truth of the allegations in Paragraph 121, and on that basis, deny them.

7 122. Counterdefendants are without knowledge or information sufficient to form a
8 belief as to the truth of the allegations in Paragraph 122, and on that basis, deny them.

9 123. Counterdefendants are without knowledge or information sufficient to form a
10 belief as to the truth of the allegations in Paragraph 123, and on that basis, deny them.

11 124. Counterdefendants are without knowledge or information sufficient to form a
12 belief as to the truth of the allegations in Paragraph 124, and on that basis, deny them.

13 125. Counterdefendants deny that Benchmark Capital disclosed any trade secrets to
14 Counterdefendants. Counterdefendants are without knowledge or information sufficient to form a
15 belief as to the truth of the remaining allegations in Paragraph 125, and on that basis, deny them.

16 126. Counterdefendants are without knowledge or information sufficient to form a
17 belief as to the truth of the allegations in Paragraph 126, and on that basis, deny them.

18 127. Counterdefendants deny that Abhyanker owns any valid trade secret.
19 Counterdefendants are without knowledge or information sufficient to form a belief as to the truth
20 of the remaining allegations in Paragraph 127, and on that basis, deny them.

21 128. Counterdefendants deny that Abhyanker owns any valid trade secret.
22 Counterdefendants are without knowledge or information sufficient to form a belief as to the truth
23 of the remaining allegations in Paragraph 128, and on that basis, deny them.

24 129. Counterdefendants are without knowledge or information sufficient to form a
25 belief as to the truth of the allegations in Paragraph 129, and on that basis, deny them.

26 130. Counterdefendants are without knowledge or information sufficient to form a
27 belief as to the truth of the allegations in Paragraph 130, and on that basis, deny them.

1 131. Counterdefendants are without knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 131, and on that basis, deny them.

3 132. Counterdefendants deny any allegations in Paragraph 132 relating to them.
4 Counterdefendants are without knowledge or information sufficient to form a belief as to the truth
5 of the remaining allegations in Paragraph 132, and on that basis, deny them.

6 133. Counterdefendants are without knowledge or information sufficient to form a
7 belief as to the truth of the allegations in Paragraph 133, and on that basis, deny them.

8 134. Counterdefendants admit that Janakiraman and Nirav Tolia (“Tolia”) are co-
9 founders of Nextdoor.com. Counterdefendants deny any other allegations in Paragraph 134
10 relating to them. Counterdefendants are without knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 134, and on that basis, deny them.

12 135. Denied.

13 136. Counterdefendants deny that Nextdoor.com misappropriated any trade secrets.
14 Counterdefendants admit that Janakiraman attended U.C. Berkeley along with Counterdefendant
15 Sood and that the two are friends. Counterdefendants are without knowledge or information
16 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 136, and on
17 that basis, deny them.

18 137. Counterdefendants admit that Janakiraman and Sood remain friends and
19 communicate with each other occasionally. Counterdefendants are without knowledge or
20 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph
21 137, and on that basis, deny them.

22 138. Denied.

23 139. Denied.

24 140. Denied, except that Counterdefendants admit that Counterdefendant Sood received
25 and completed a survey from Nextdoor.com.

26 141. Denied.

27 142. Denied, except that Counterdefendants admit that Abhyanker accurately quotes
28 articles posted on the Internet.

1 143. Denied.

2 144. Denied.

3 145. Denied.

4 146. Counterdefendants are without knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 146, and on that basis, deny them.

6 147. Denied, except that Counterdefendants admit that Nextdoor.com is headquartered
7 in San Francisco.

8 148. Denied.

9 149. Admitted.

10 150. Denied, except that Counterdefendants admit that Nextdoor.com publicly launched
11 its www.nextdoor.com website on October 26, 2011.

12 151. Counterdefendants deny any allegations in Paragraph 151 relating to them.
13 Counterdefendants are without knowledge or information sufficient to form a belief as to the truth
14 of the remaining allegations in Paragraph 151, and on that basis, deny them.

15 152. Denied.

16 153. Denied, except that Counterdefendants admit that Abhyanker filed a complaint
17 against Counterdefendants in the Superior Court of California for the County of Santa Clara
18 asserting claims for trade secret misappropriation, breach of contract, and additional torts (the
19 "State Court Action").

20 154. Admitted.

21 155. Denied, except that Counterdefendants admit that Abhyanker dismissed the State
22 Court Action without prejudice.

23 156. Counterdefendants admit that Nextdoor.com filed this lawsuit on November 5,
24 2012 and that the TTAB proceedings have been suspended pending its outcome.

25 Counterdefendants are without knowledge or information sufficient to form a belief as to the truth
26 of the remaining allegations in Paragraph 156, and on that basis, deny them.

27 157. Denied.

28

1 158. Counterdefendants deny that Abhyanker has not pleaded that Google now owns all
2 the trade secrets asserted here. Counterdefendants are without knowledge or information
3 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 158, and on
4 that basis, deny them.

5 159. Counterdefendants admit that Abhyanker purports to refer to a trademark
6 application. Counterdefendants are without knowledge or information sufficient to form a belief
7 as to the truth of the remaining allegations in Paragraph 159, and on that basis, deny them.

8 160. Counterdefendants admit that Abhyanker purports to partially quote a trademark
9 application. Counterdefendants are without knowledge or information sufficient to form a belief
10 as to the truth of the remaining allegations in Paragraph 160, and on that basis, deny them.

11 161. Counterdefendants are without knowledge or information sufficient to form a
12 belief as to the truth of the allegations in Paragraph 161, and on that basis, deny them.

13 162. Counterdefendants are without knowledge or information sufficient to form a
14 belief as to the truth of the allegations in Paragraph 162, and on that basis, deny them.

15 163. Counterdefendants are without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in Paragraph 163, and on that basis, deny them.

17 164. Counterdefendants are without knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 164, and on that basis, deny them.

19 165. Counterdefendants admit that Abhyanker purports to refer to a trademark
20 application. Counterdefendants are without knowledge or information sufficient to form a belief
21 as to the truth of the remaining allegations in Paragraph 165, and on that basis, deny them.

22 166. Counterdefendants admit that Abhyanker purports to partially quote a trademark
23 application. Counterdefendants are without knowledge or information sufficient to form a belief
24 as to the truth of the remaining allegations in Paragraph 166, and on that basis, deny them.

25 167. Counterdefendants are without knowledge or information sufficient to form a
26 belief as to the truth of the allegations in Paragraph 167, and on that basis, deny them.

27 168. Counterdefendants are without knowledge or information sufficient to form a
28 belief as to the truth of the allegations in Paragraph 168, and on that basis, deny them.

1 169. Counterdefendants are without knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 169, and on that basis, deny them.

3 170. Counterdefendants are without knowledge or information sufficient to form a
4 belief as to the truth of the allegations in Paragraph 170, and on that basis, deny them.

5 171. Counterdefendants are without knowledge or information sufficient to form a
6 belief as to the truth of the allegations in Paragraph 171, and on that basis, deny them.

7 172. Denied.

8 173. Counterdefendants are without knowledge or information sufficient to form a
9 belief as to the truth of the allegations in Paragraph 173, and on that basis, deny them.

10 174. Counterdefendants admit that Abhyanker purports to refer to the trademark
11 application, Serial No. 85236918, which speaks for itself. Counterdefendants admit that
12 Nextdoor.com, Inc. was officially named Fanbase Inc. when the 85236918 trademark application
13 was filed. Counterdefendants deny any remaining allegations in Paragraph 174.

14 175. Counterdefendants admit that Abhyanker purports to refer to the trademark
15 application, Serial No. 85236918, which speaks for itself. Counterdefendants deny any remaining
16 allegations in Paragraph 175.

17 176. Counterdefendants admit that Abhyanker purports to refer to the trademark
18 application, Serial No. 85236918, which speaks for itself. Counterdefendants deny any remaining
19 allegations in Paragraph 176.

20 177. As stated in Nextdoor.com's Complaint [Dkt. No. 1 ¶¶ 73-76], Abhyanker's use of
21 Nextdoor.com's NEXTDOOR mark is likely to cause confusion with Nextdoor.com and its mark.
22 Counterdefendants deny any remaining allegations in Paragraph 177.

23 178. Denied.

24 179. Counterdefendants admit that the United States Patent and Trademark Office
25 suspended Abhyanker's application for the NEXTDOOR mark because of Nextdoor.com's pre-
26 existing application for the NEXTDOOR mark. Counterdefendants are without knowledge or
27 information sufficient to form a belief as to the truth of the remaining allegations in
28 Paragraph 179, and on that basis, deny them.

181. Counterdefendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 181, and on that basis, deny them.

186. Denied.

187. To the extent any response is required, Counterdefendants hereby incorporate their responses to Paragraphs 86-186 herein.

194. Denied.

195. To the extent any response is required, Counterdefendants hereby incorporate their responses to Paragraphs 86-194 herein.

198. Denied.

199. Denied.

200. Denied.

201. Denied.

THIRD COUNTERCLAIM
INFRINGEMENT OF UNREGISTERED TRADEMARK
(Against Nextdoor.com)

202. To the extent any response is required, Counterdefendants hereby incorporate their responses to Paragraphs 86-201 herein.

203. Denied.

204. Denied.

205. Denied.

206. Denied.

207. Denied.

FOURTH COUNTERCLAIM
CALIFORNIA UNFAIR COMPETITION
(Against Nextdoor.com)

208. To the extent any response is required, Counterdefendants hereby incorporate their responses to Paragraphs 86-207 herein.

209. Denied.

210. Denied.

211. Denied.

ABHYANKER'S PRAYER FOR RELIEF

To the extent any response is required, Counterdefendants deny that Abhyanker is entitled to judgment on any allegations or claims asserted in the SACC and further deny that Abhyanker is entitled to any of the relief requested.

ABHYANKER'S SUPPLEMENTAL STATEMENT

All allegations in Abhyanker's Supplemental Statement [Dkt. No. 141], whether explicit or implicit and including allegations contained in headings or introductory paragraphs, that require an answer are denied to the extent that those allegations are not expressly and specifically

1 admitted herein.

2 SUPPLEMENTAL ALLEGATIONS

3 1. Counterdefendants admit that Nextdoor.com's trademark application for the
4 NEXTDOOR mark would provide a priority date of at least as early as February 8, 2011, and that
5 the Nextdoor.com website was publicly launched at least as early as October 26, 2011.

6 Counterdefendants further admit that Abhyanker purports to attach a print out from the USPTO's
7 website and Nextdoor.com's October 26, 2011 press release as exhibits, which speak for
8 themselves. Counterdefendants deny any remaining allegations in Paragraph 1.

9 2. Counterdefendants deny that Abhyanker has priority in the NEXTDOOR mark and
10 further deny any alleged infringement by the Counterdefendants. Counterdefendants are without
11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
12 Paragraph 2, and on that basis, deny them.

13 3. Counterdefendants are without knowledge or information sufficient to form a
14 belief as to the truth of the allegations in Paragraph 3, and on that basis, deny them.

15 4. Counterdefendants are without knowledge or information sufficient to form a
16 belief as to the truth of the allegations in Paragraph 4, and on that basis, deny them.

17 5. Counterdefendants are without knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 5, and on that basis, deny them.

19 6. Counterdefendants deny that the documents purportedly related to the eDirectree
20 website produced to them in this action are either source code or confirm the use of the Nextdoor
21 name in database structures originating in 2008. Counterdefendants are without knowledge or
22 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6,
23 and on that basis, deny them.

24 7. Counterdefendants deny that Exhibit D, as provided by Abhyanker, is "a true and
25 correct copy of a printout from the eDirectree website, which shows how Mr. Abhyanker used his
26 NEXTDOOR trademark years before Nextdoor.com" Counterdefendants deny that
27 Abhyanker has priority in the NEXTDOOR mark, and further deny any other allegations in
28 Paragraph 7 relating to them. Counterdefendants are without knowledge or information sufficient

1 to form a belief as to the truth of the remaining allegations in Paragraph 7, and on that basis, deny
2 them.

3 8. Counterdefendants deny any allegations in Paragraph 8 relating to them.
4 Counterdefendants are without knowledge or information sufficient to form a belief as to the truth
5 of the remaining allegations in Paragraph 8, and on that basis, deny them.

6 9. On July 19, 2013, the Court held that Abhyanker disclosed “nextdoor.com” in
7 patent applications [Dkt. No. 100]. Counterdefendants are without knowledge or information
8 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 9, and on that
9 basis, deny them.

10 10. Denied.

11 **AFFIRMATIVE DEFENSES**

12 Counterdefendants assert the following affirmative defenses without regard to whether
13 they are “affirmative” or defenses.

14 **FIRST AFFIRMATIVE DEFENSE**

15 **(Failure to State a Cause of Action)**

16 Abhyanker’s claims fail to state facts sufficient to state a claim against Counterdefendants.

17 **SECOND AFFIRMATIVE DEFENSE**

18 **(Standing)**

19 Abhyanker’s claims are barred, in whole or in part, by his lack of ownership of the
20 trademarks and the trade secrets asserted.

21 **THIRD AFFIRMATIVE DEFENSE**

22 **(Unclean Hands)**

23 Abhyanker’s claims are barred, in whole or in part, by the doctrine of unclean hands
24 and/or *in pari delicto*, including without limitation because of Abhyanker’s bad faith
25 misrepresentation of his ownership of the purported trademarks and trade secrets at issue here.

26 **FOURTH AFFIRMATIVE DEFENSE**

27 **(Waiver/Estoppel)**

28 Abhyanker’s claims are barred, in whole or in part, by the doctrines of waiver and

1 estoppel, including without limitation because Abhyanker has previously pleaded that he does not
2 personally own any of the purported trade secrets or trademarks at issue here.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 **(Disclosure)**

5 Abhyanker's claim for trade secret misappropriation is barred, in whole or in part, because
6 he disclosed the purported trade secrets without any conditions of confidentiality, including
7 without limitation to the general public through patent applications and to third parties.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 **(Alleged Trade Secrets Known or Readily Ascertainable)**

10 Abhyanker's trade secret misappropriation claim is barred, in whole or in part, because
11 Abhyanker's purported trade secrets are known or readily ascertainable by the relevant industry
12 and/or by persons who could obtain economic value, if any, from their information and were in
13 the public domain.

14 **SEVENTH AFFIRMATIVE DEFENSE**

15 **(No Improper Means)**

16 Abhyanker's trade secret misappropriation claim is barred, in whole or in part, because
17 Counterdefendants did not obtain any purported trade secrets by improper means.

18 **EIGHTH AFFIRMATIVE DEFENSE**

19 **(No Basis for Injunctive Relief)**

20 Abhyanker's claims for injunctive relief are barred, in whole or in part, because
21 Abhyanker has failed to state facts sufficient to provide a legal or factual basis to award
22 injunctive relief against Counterdefendants.

23 **NINTH AFFIRMATIVE DEFENSE**

24 **(Failure to Disclose)**

25 Abhyanker's claim for trade secret misappropriation is barred, in whole or in part, because
26 he has failed to identify and describe any valid trade secrets with the particularity required by the
27 Uniform Trade Secrets Act, Cal. Civil Code § 3426, *et seq.*

TENTH AFFIRMATIVE DEFENSE**(Acquiescence)**

Abhyanker's trademark claims are barred, in whole or in part, by the doctrine of acquiescence, in particular due to Abhyanker's approval of Nextdoor.com's use of the NEXTDOOR mark.

ELEVENTH AFFIRMATIVE DEFENSE**(Non-Ownership of the Alleged Marks for the Purposes Asserted)**

Abhyanker's claims are barred, in whole or in part, because he does not own the alleged trademarks for the purposes asserted.

TWELFTH AFFIRMATIVE DEFENSE**(Abandonment)**

Abhyanker's claims for trademark infringement are barred, in whole or in part, by the doctrine of trademark abandonment, because he ceased, without intent to resume, any plausible use of the asserted trademarks. *See* 15 USC § 1127. Such cessation included a period of more than three years of non-use.

THIRTEENTH AFFIRMATIVE DEFENSE**(Trademark Priority)**

Abhyanker's claims for trademark infringement are barred, in whole or in part, because he does not have priority in the NEXTDOOR mark over Nextdoor.com, including due to Nextdoor.com's belief of Abhyanker's unlawful use of the NEXTDOOR mark.

FOURTEENTH AFFIRMATIVE DEFENSE**(Insufficient Notice of Registration)**

Abhyanker's trademark infringement claims are barred, in whole or in part, by lack of sufficient notice of their alleged trademark registrations, including Abhyanker's failure to properly mark the alleged goods and/or services offered under his alleged registered marks with the ® symbol.

FIFTEENTH AFFIRMATIVE DEFENSE**(Descriptiveness and Lack of Secondary Meaning)**

Abhyanker's alleged FATDOOR and FATDOOR GET TO KNOW YOUR NEIGHBOR trademark claims are barred, in whole or in part, because his alleged trademarks are descriptive and lack secondary meaning.

SIXTEENTH AFFIRMATIVE DEFENSE**(Non-Incontestability)**

Abhyanker's alleged registrations are not incontestable, subject to cancellation and, among other things, 15 U.S.C. §§ 1064 and 1141.

SEVENTEENTH AFFIRMATIVE DEFENSE**(Naked License)**

Abhyanker's claims for trademark infringement are barred, in whole or in part, by the doctrine of naked licensing based, in whole or in part, on his purported license to Fatdoor, Inc.

RESERVATION OF RIGHT TO ASSERT ADDITIONAL DEFENSES

Counterdefendants reserve the right to assert additional affirmative defenses in the event that clarification of Abhyanker's claims or allegations, discovery, or investigation reveals the appropriateness of such defenses.

Dated: January 9, 2014

FENWICK & WEST LLP

By: /s/ Jennifer L. Kelly
Jennifer L. Kelly

Attorneys for Plaintiff and Counterdefendant
NEXTDOOR.COM, INC. and Counterdefendant
PRAKASH JANAKIRAMAN

FENWICK & WEST LLP
ATTORNEYS AT LAW
SAN FRANCISCO

DEMAND FOR A JURY TRIAL

Counterdefendants hereby demand a jury trial on all issues so triable.

Dated: January 9, 2014

FENWICK & WEST LLP

By: /s/ Jennifer L. Kelly
Jennifer L. Kelly

Attorneys for Plaintiff and Counterdefendant
NEXTDOOR.COM, INC. and Counterdefendant
PRAKASH JANAKIRAMAN

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